

JAMES D. VOYLES, EXECUTOR OF  
THE ESTATE OF VIOLA NORTON VOYLES, deceased  
GRANTORS

TO

**EXECUTOR'S DEED**

THE VIOLA NORTON VOYLES  
RESIDUARY TRUST,  
GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable legal consideration, receipt and sufficiency of which is hereby acknowledged, I, James D. Voyles, Executor of the Estate of Viola Norton Voyles, deceased, do hereby sell, convey and quitclaim unto James D. Voyles and Jeffery Alan Voyles, Co-Trustees of the Viola Norton Voyles Residuary Trust, the land lying and being situated in the Southeast Quarter of Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

By way of information this is the same property conveyed to James D. Voyles and Viola Norton Voyles as tenants in common by Quitclaim Deed dated August 21, 2003, and recorded on August 21, 2003, Deed Book 451, Page 142 in the office of the Chancery Clerk of DeSoto County, Mississippi. Viola Norton Voyles departed this life on December 21, 2005, and her Last Will and Testament was duly probated in the Chancery Court of DeSoto County, Mississippi in Chancery Court Cause No. 06-3-571(MM). The Last Will and Testament of Viola Norton Voyles specifically created the Viola Voyles Residuary Trust created for the use and benefit of decedent's Husband, James Dee Voyles, and her children, James Melvin Voyles, Carl Randle Voyles, Robert Norton Voyles, Betty V. Carter and Jeffrey Alan Voyles. Said Trust is of record in Chancery Court Cause No. 06-3-571(MM). A copy of the aforesaid duly probated last Will and Testament is attached hereto as Exhibit "B."

06-0026.Quitclaim Deed.doc

*Julie Phillips*

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No title work was requested or performed in the preparation of this instrument and preparer does not warrant the contents herein. The preparer of this instrument has given no tax or estate planning advice.

Taxes for the year 2006, when due in January, 2007, will be paid by the Grantee.

WITNESS my signature this the 1st day of August, 2006.

James D. Voyles  
JAMES D. VOYLES, Executor for the  
Estate of Viola Norton Voyles, deceased

STATE OF Mississippi  
COUNTY OF Desoto

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES D. VOYLES, Executor of the Estate of Viola Norton Voyles, deceased, who acknowledged signing and delivering the above and foregoing Quitclaim Deed on the day and date therein mentioned as a free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this the 1st day of August, 2006.

Lynn Murga  
Notary Public

My Commission Expires: 10/19/07

GRANTOR'S ADDRESS: 8921 Center Hill Road, Olive Branch, MS 38654  
Home No. 662-995-9166 Work No. N/A

GRANTEE'S ADDRESS: 8921 Center Hill Road, Olive Branch, MS 38654  
Home No. 662-995-9166 Work No. N/A

Prepared by:  
Smith, Phillips, Mitchell, Scott & Nowak, LLP  
P. O. Box 346  
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(662) 429-5041  
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06-0026.Quitclaim Deed.doc

Exhibit "A"  
Legal Description

Beginning at an old iron pin, the intersection of the north line of Wells-Olive Branch Road and the west line of the southeast quarter of Section 28, Township 1, Range 6 west, thence with the west line of the southeast quarter north 5 degrees 59 minutes west 500 feet to an iron pin; thence south 9 degrees 02 minutes east 500.75 feet to an iron pin in the north line of Wells-Olive Branch Road; thence with said north line south 84 degrees 18 minutes west 27.4 feet to the point of beginning, and being part of the southeast quarter of Section 28, Township 1, Range 6 west.

**DESCRIPTION** The land lying and being situated in Section 28, Township 1, Range 6 West **OF LAND:** of DeSoto County, Mississippi, described as follows, to-wit:

Beginning at an iron pin, the intersection of the east line of the Southwest quarter of Section 28, Township 1, Range 6 and the north line of the Walls-Olive Branch Road thence continuing with the east line of the southwest quarter, north 5 degrees 59 minutes west 1,441.9 feet to a point in the center of Camp Creek; thence with the center of said creek north 62 degrees 45 minutes west 118 feet to a point; thence north 23 degrees 45 minutes west 210 feet to a point; thence south 88 degrees 53 minutes west 106 feet to a point; thence south 02 degrees 28 minutes west 86.7 feet to a point; thence south 88 degrees 15 minutes west 57 feet to a point; thence north 58 degrees 30 minutes west 44 feet to a point; thence north 85 degrees 30 minutes west 106 feet to a point; thence south 52 degrees 15 minutes west 79 feet to a point; thence south 43 degrees 30 minutes east 57 feet to a point; thence south 12 degrees 30 minutes west 88 feet to a point; thence south 55 degrees 30 minutes west 92 feet to a point; thence south 77 degrees 30 minutes west 166.2 feet to a point; thence south 46 degrees 18 minutes west 101.4 feet to a point; thence south 14 degrees 50 minutes east 1,010 feet to a point; thence south 7 degrees 45 minutes west 449.2 feet to an iron pin in the north line of the Walls-Olive branch Road; thence with the north line of said road north 84 degrees 15 minutes east 560.8 feet to the point of beginning, containing 24.46 acres, which includes 0.27 acres north of the new Channel of Camp Creek, all bearings are magnetic.

ALSO, a tract of land described as beginning at an iron pin in the intersection of the north line of the Walls-Olive Branch Road and the west line of the Southeast Quarter of Section 28, Township 1, Range 6; thence with the West line of the Southeast Quarter north 5 degrees, 59 minutes west, 500 feet to an iron pin; thence south 9 degrees 07 minutes east 500.75 feet to an iron pin in the north line; thence south 84 degrees 19 minutes west 27.4 feet to the point of beginning and containing 0.16 acres and being part of the southeast quarter of Section 28, Township 1, Range 6 West.

COPY

This Document Prepared By:  
 Robert D. Hyde, Esq.  
 Farris Mathews Branam Bobango & Hellen, PLC  
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 Memphis, TN 38120  
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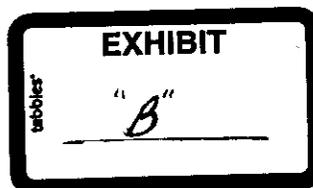
LAST WILL AND TESTAMENT  
 OF  
 VIOLA NORTON VOYLES

I, VIOLA NORTON VOYLES, a resident of DeSoto County, Mississippi, being of sound and disposing mind and memory and over the age of eighteen (18) years, do hereby make, publish and declare this instrument to be my Last Will and Testament, hereby revoking any and all wills and codicils heretofore made by me.

ITEM I  
APPOINTMENT OF FIDUCIARIES

I hereby appoint my husband, JAMES DEE VOYLES, as Executor of this Will. In the event that my husband shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint my son, JEFFREY ALAN VOYLES, as successor Executor. In the event that JEFFREY ALAN VOYLES shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint my son, JAMES MELVIN VOYLES, as successor Executor. In the event that JAMES MELVIN VOYLES shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint my son, CARL RANDLE VOYLES, as successor Executor. In the event that CARL RANDLE VOYLES shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint my son, ROBERT NORTON VOYLES, as successor Executor. In the event that ROBERT NORTON VOYLES shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint my daughter, BETTY V. CARTER, as successor Executrix. In the event that BETTY V. CARTER shall be or become at any time unable or unwilling so to serve, I hereby nominate and appoint FIRST TENNESSEE BANK NATIONAL ASSOCIATION of Memphis, Tennessee as sole successor corporate Executor.

I hereby nominate and appoint my husband, JAMES DEE VOYLES, and my son, JEFFREY ALAN VOYLES, Co-Trustees of all trusts hereinafter established under this Will. In the event that my husband shall be or become for any reason unable or unwilling to serve as Co-Trustee, the remaining Co-Trustee(s) shall continue to serve without any necessity to appoint an additional Co-Trustee. In the event that JEFFREY ALAN VOYLES shall be or become for any reason unable or unwilling to serve as Co-Trustee, I hereby nominate and appoint my son, JAMES MELVIN VOYLES, to serve as Co-Trustee with my husband or as sole successor Trustee, as the case may be. In the event that JAMES MELVIN VOYLES shall be or become for any reason unable or unwilling to serve as Co-Trustee, I hereby nominate and appoint my son, CARL RANDLE VOYLES, to serve as Co-Trustee with my husband or as sole successor Trustee, as the case may be. In the event that CARL RANDLE VOYLES shall be or become for any reason unable or unwilling to serve as Co-



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Trustee, I hereby nominate and appoint my son, ROBERT NORTON VOYLES, to serve as Co-Trustee with my husband or as sole successor Trustee, as the case may be. In the event that ROBERT NORTON VOYLES shall be or become for any reason unable or unwilling to serve as Co-Trustee, I hereby nominate and appoint my daughter, BETTY V. CARTER, to serve as Co-Trustee with my husband or as sole successor Trustee, as the case may be. In the event that BETTY V. CARTER shall be or become for any reason unable or unwilling to serve as Co-Trustee, I hereby nominate and appoint FIRST TENNESSEE BANK NATIONAL ASSOCIATION of Memphis, Tennessee to serve as Co-Trustee with my husband or as sole successor corporate Trustee, as the case may be.

Each Executor and Trustee, individual or corporate, original or successor, shall serve without bond and with all the rights, powers, duties, authority, discretion and immunities as are conferred upon the original Executor or Trustee without curtailment or diminution.

Except where the context otherwise indicates, all Executors, Executrices, Co-Executors and Co-Executrices, whether original or successor, shall hereafter be collectively referred to as the "Executor," and all Trustees and Co-Trustees, whether original or successor, shall hereafter be collectively referred to as the "Trustee."

## ITEM II SPECIFIC BEQUESTS

I intend to leave a handwritten list, signed by me, to be probated with my Will, under which certain of my tangible personal property shall be distributed. If this writing is not found and identified by the Executor prior to or within thirty (30) days after the probate of my Will, then all of my tangible personal property shall be distributed according to the remaining provisions of this Item.

I bequeath all the rest of my personal effects, club memberships, objects of silver, crystal and china, household furniture and furnishings, household goods, and all my non-income producing tangible personalty used in our residence and similar property (such as jewelry, clothing, automobiles, books, and pictures), together with the policies of insurance thereon, to my husband, JAMES DEE VOYLES, if he survives me. If an item of property referred to herein has been destroyed or damaged, the insurance proceeds recovered or recoverable are to be paid in place of the destroyed item and in addition to the damaged item.

In the event my husband shall predecease me, I bequeath such property to my children, JAMES MELVIN VOYLES, CARL RANDLE VOYLES, ROBERT NORTON VOYLES, BETTY V. CARTER and JEFFREY ALAN VOYLES, if they survive me, and to the surviving issue of any deceased children of mine, to be divided into shares of substantially equal value for each surviving child and for each deceased child with surviving issue. The share of each such deceased child shall be further divided, per stirpes, among his or her surviving issue. All divisions shall be made as the legatees shall agree, or if they shall fail to agree within six (6) months after my death, as the Executor shall determine. If any such legatees are minors at the time of such division, the Executor may sell

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or otherwise lawfully dispose of any such personalty, which in the opinion of the Executor would be subject to material depreciation if retained, and shall distribute the proceeds thereof in lieu of the aforesaid personalty either to the minor legatees or to the Trustee of any trust established under this Will for the exclusive use and benefit of such minor legatees.

ITEM III  
BEQUEST OF RESIDUARY ESTATE

All the rest and residue of my estate, including property of every kind and character and wheresoever situated (except assets subject to any power of appointment which now or hereafter may be conferred upon me and which I hereby elect not to exercise), after subtracting therefrom the aggregate amount of the deductions allowed by Internal Revenue Code Sections 2053 and 2054 and payable therefrom, shall constitute my "residuary estate" and shall pass as hereinafter provided.

I hereby devise and bequeath my residuary estate as follows: (1) the marital share, as hereinafter defined, to my husband, JAMES DEE VOYLES, in fee simple absolute; and (2) the balance of my residuary estate (the non-marital share) to the Trustee to hold in a Residuary Trust as hereinafter provided.

The marital share shall be an amount equal to the value of my residuary estate, reduced by the largest amount which, after considering the unified credit, the credit for state death taxes (provided that in consideration of the credit for state death taxes, the amount of such taxes is not thereby increased) and the credit for tax on prior transfers (but only if the transferor with respect to such credit died within two years before my death), but no other credits, will result in no increase in the federal estate tax payable by reason of my death. The marital share shall consist of only cash or other assets which are capable of qualifying for the federal estate tax marital deduction, and if the qualifying assets of my estate are not sufficient to fund the marital share fully, the marital share shall be reduced to that extent, and any assets not qualifying for said marital deduction shall be added to the non-marital share. In the event my husband shall predecease me, any and all bequests passing under this Will to my husband shall be null and void and any and all such property or interests in property shall be added to the non-marital share.

The Executor shall determine all values of assets for the purposes of this Item in accordance with the federal estate tax values as finally determined in my estate, provided that the assets of the marital share shall have an aggregate market value fairly representative of the net appreciation or depreciation from the federal estate tax value to the date of distribution value of all the property of my estate coming into the hands of the Executor during the entire period of administration of my estate to the date or dates of distribution.

ITEM IV  
RESIDUARY TRUST

The Trustee of the Residuary Trust created for the use and benefit of my husband, JAMES DEE VOYLES, and my children, JAMES MELVIN VOYLES, CARL RANDLE VOYLES, ROBERT NORTON VOYLES, BETTY V. CARTER and JEFFREY ALAN VOYLES, shall hold, administer and distribute this trust in accordance with the following provisions:

1. After the payment of all expenses, taxes and costs incurred in the management of the trust estate, the Trustee shall distribute all the net income therefrom to my husband during his life. Notwithstanding anything to the contrary in this Will, my husband may at any time and from time to time require the Trustee within a reasonable time to make productive or to convert to productive property any unproductive property held at any time in this trust by a written instrument signed and acknowledged by my wife and delivered to the Trustee. In the event that the net income of this trust shall be inadequate at any time or from time to time for the maintenance, support or health of my husband, and especially in the event of his illness or injury or other special circumstances of a similar nature requiring extraordinary expenditures, the Trustee shall distribute to my husband so much of the principal of this trust as may be necessary for the maintenance, support or health of my husband, notwithstanding such distributions may completely exhaust the trust estate.

2. Upon the death of my husband, the Trustee shall pay to the estate of my husband any net income accumulated since the last distribution and, unless otherwise provided in his will, shall also pay from this trust without recovery from any party all estate, inheritance or other succession taxes, state or federal, including any interest and penalties thereon, attributable to the assets of this trust and payable by reason of the death of my husband. Whereupon, the Trustee shall terminate the Residuary Trust. Upon such termination, or upon the establishment of the Residuary Trust in the event that my husband predeceases me, the Trustee shall divide the entire trust estate into as many equal shares as there are children of mine then living and deceased children of mine leaving issue then surviving, and shall allocate one such share to each living child, and one such share to and among the issue of each deceased child of mine, per stirpes, with the intention that the issue of a deceased child shall take, by representation, the share which any child of mine would have taken had such child survived the termination of the Residuary Trust.

3. After making such division, the Trustee shall hold, administer and distribute each beneficiary's share as a separate trust for the use and benefit of such beneficiary. During the term of each such separate trust, the Trustee shall distribute to any beneficiary who has attained the age of twenty-five (25) years all of the net income of the trust and to any beneficiary who has not attained such age so much of the net income of the trust as may be necessary for the maintenance, support, health and education of the beneficiary. In addition to such distributions of income, the Trustee shall distribute to the beneficiary so much of the rest of the trust estate as may be necessary for the maintenance, support, health and education of the beneficiary, notwithstanding such distributions may completely exhaust the trust estate.

4. As each beneficiary attains the age of thirty (30) years, the Trustee shall distribute to such beneficiary outright and free of trust one-half (½) of the property held in his or her separate trust at the time of the distribution. Upon the attainment by each beneficiary of the age of thirty-five (35) years, the separate trust for his or her benefit shall terminate, and the Trustee shall deliver the remaining trust estate to such beneficiary outright and free of trust.

5. With the exception of my husband, each beneficiary of a separate trust is hereby granted an unrestricted power to appoint by will to his or her estate, to his or her creditors, to the creditors of his or her estate or to any other person or legal entity, the whole or any part of the property in his or her separate trust which at his or her death would otherwise then pass under the next paragraph of this Will to his or her issue or to the issue of any child of mine; provided, however, no such power of appointment shall be exercisable over any part of the trust until an allocation has been made of the "GST exemption" of the "transferor" of such part of the trust and only to the extent that no such allocation is made to such part of the trust (as such terms are defined in Internal Revenue Code Sections 2601, et seq.). Any appointment may be made in such amounts or proportions and for life or such other estates as such beneficiary shall determine, in trust or otherwise. The aforesaid power may be exercised only by specific reference by such beneficiary in his or her Will.

6. If any beneficiary shall die prior to receiving all property distributable to such beneficiary out of any trust hereunder and, if applicable, without having effectively exercised the aforesaid testamentary power of appointment by specific reference, then upon the death of such beneficiary, the Trustee shall distribute such property as follows:

(a) To the issue of such deceased beneficiary, per stirpes; or, if none,

(b) To my issue, per stirpes; or, if none,

(c) To the person or persons who would be entitled under the next Item of my Will to receive my residuary estate had I died at the time of such distribution leaving no husband or issue surviving.

Such distributions shall be in fee simple absolute; provided, however, that if at the time of any such distribution, any such distributee shall then be an income beneficiary of any separate trust created in this Will, that property to which such distributee shall be entitled shall be taken and held by the Trustee as a part of the principal of such trust, and shall be administered in accordance with the provisions of such trust; and, provided further that, if at the time of any such distribution, any such distributee, who is not the beneficiary of any separate trust created hereunder, has not attained the age of thirty-five (35) years, that property to which such distributee would be entitled, had such distributee attained such age, shall [subject to the provisions of paragraph 1 of Item VI] continue to be held by the Trustee, in a separate trust for the benefit of such distributee. During the existence of such trust, the Trustee shall administer the separate trust in accordance with paragraphs 3, 4, 5 and 6 of this Item IV. Upon the attainment by such beneficiary of the age of thirty-five (35) years, the trust for the benefit of such beneficiary shall terminate, and the Trustee shall distribute the trust estate to the beneficiary, free of trust.

ITEM V  
CONTINGENT BEQUEST OF RESIDUARY ESTATE

In the event that my husband and my children shall all predecease me without my children leaving issue surviving, I do hereby devise and bequeath one-half (½) of the rest, residue and remainder of my estate in fee simple absolute to my heirs determined at the time of my death in accordance with the laws of descent and distribution then in effect in the State of Mississippi, and I do hereby devise and bequeath the remaining one-half (½) of the rest, residue and remainder of my estate in fee simple absolute to my wife's, VIOLA NORTON VOYLES', heirs determined at the time of my death in accordance with the laws and descent and distribution then in effect in the State of Mississippi.

ITEM VI  
PROVISIONS APPLICABLE TO TRUSTS

The following provisions shall, except as otherwise expressly provided hereinafter, be applicable to all trusts established under this Will:

1. Notwithstanding anything to the contrary in this Will, all trusts created hereunder shall terminate no later than twenty-one (21) years after the death of the last to die of myself, my husband and my issue who are living at the time of my death. Upon the termination of any trust pursuant to this paragraph, all property then held in such trust shall be distributed outright and free of trust to the income beneficiary or beneficiaries thereof.

2. Notwithstanding anything to the contrary in this Will except for paragraph 1 of this Item which shall in all cases govern, in the event that the beneficiary of any trust created herein, other than a trust for the use and benefit of my husband and otherwise qualifying for the federal estate tax marital deduction, shall not have attained the age of majority, shall be addicted to alcohol or drugs, or shall be under any other legal disability, the Trustee may suspend any otherwise required distributions from such trust or in termination of such trust for the duration of such addiction and/or disability and distribute only so much thereof as may be necessary for the maintenance, support, health and education of such beneficiary. The Trustee shall dispose of all remaining suspended distributions, including any proceeds thereof: (a) by delivery to such beneficiary at such time, if ever, such beneficiary shall no longer be under any addiction and/or legal disability, or (b) in the event the beneficiary shall die still under an addiction and/or legal disability (i) as may otherwise be provided herein in the event such beneficiary were to die prior to the termination of any trust for his or her benefit, or (ii) by delivery to the estate of such deceased beneficiary if no successor beneficiary or trust is otherwise specified herein.

3. All mandatory distributions of income shall be made at convenient intervals as determined by the Trustee, weekly, fortnightly, monthly, quarterly, semiannually, but no less often than annually. In determining the necessity of any distributions from a trust to any beneficiary for his or her maintenance, support, health and/or education, the Trustee may first consider other principal

resources and/or income available to such beneficiary. The word "education" as used in any trust shall be given the broadest interpretation and shall include, but shall not necessarily be limited to, books, tuition, board, lodging, maintenance, charges, fees, clothing, travel, social and extracurricular activities and all other items necessary or appropriate in order to further a beneficiary's preparatory, college or university, graduate and postgraduate education. In the event that upon the establishment of any trust created hereunder, the beneficiary thereof shall have attained or passed the age or ages at which all or any part of the principal and/or accumulated income was to be distributed to such beneficiary, the Trustee shall immediately make all distributions of principal and/or accumulated income to which the beneficiary is entitled because of his or her then age.

4. No beneficiary of any trust herein created shall have the power to anticipate or assign, sell, transfer or otherwise dispose of his or her portion or interest in the principal of such trust or the rents, income, avails or proceeds therefrom before such property shall come into the beneficiary's possession, and neither the principal of any trust nor any income therefrom shall be subject to execution or other legal process for any liability of any such beneficiary; provided, however, nothing in this paragraph shall, in any manner whatsoever, prohibit or prevent the right of any beneficiary to exercise any power of appointment herein granted, or to exercise any right granted herein or provided by law to disclaim or renounce any property or interest therein devised or bequeathed to or for the benefit of such beneficiary; nor shall the provisions of this paragraph be applicable to any devise or bequest made herein to a trust for the use and benefit of my husband and otherwise qualifying for the marital deduction under federal estate tax laws in effect at the time of my death, if the application of this paragraph would thereby disqualify such devise or bequest for such marital deduction.

5. The Trustee may accept any additional property which may be tendered to the Trustee by deed or will of any person, including a beneficiary of any trust created hereunder, and any property so accepted shall be held, administered and distributed as a part of the original trust estate.

6. The Trustee of each trust hereinbefore created shall keep accurate records of the administration thereof and shall render at least annually a written accounting to each income beneficiary.

7. No Trustee shall be under any duty to audit the books, records or accounts of my probate estate or of any trust administered by any preceding Executor or Trustee under this Will; and I hereby exonerate fully and completely from any liability and accountability such Trustee for every act or omission of any such preceding Executor or Trustee.

8. Any Trustee named herein may resign at any time by giving written notice, specifying the effective date of such resignation, by personal delivery or by registered mail, to each income beneficiary. Any such resignation shall become effective upon the qualification of the successor Trustee and, if required by the income beneficiaries or the successor Trustee, the submission of a full accounting by the Trustee. Upon the submission of a resignation by the successor Trustee last named

herein, the income beneficiaries are hereby given the power to appoint a new successor Trustee in the same manner as provided hereinafter in the case of the removal of a Trustee.

9. All of the income beneficiaries are hereby given the power to remove at any time and from time to time without any cause whatever the corporate Trustee and any Trustee who succeeds the corporate Trustee by giving the Trustee to be so removed thirty (30) days' written notice. The aforesaid power shall be exercisable upon the condition that the income beneficiaries shall then appoint a successor "independent" Trustee. As used herein, an "independent" Trustee is someone other than any beneficiary and persons who are "Related or Subordinate Parties" of any beneficiary within the meaning of Section 672(c) of the Internal Revenue Code. In the event that a Trustee appointed pursuant to this paragraph is no longer "independent," the income beneficiaries shall appoint a successor "independent" Trustee. The removal of a Trustee and any appointment of a successor Trustee shall be by a written instrument executed in duplicate unanimously by the income beneficiaries, one executed duplicate to be delivered to the Trustee thereby removed and the other executed duplicate to be delivered to the successor Trustee. Whereupon the Trustee so removed shall render to all of the income beneficiaries a final accounting of its administration of each such trust and transfer and deliver to the successor Trustee all trust assets then held by the Trustee so removed. Whereupon the Trustee so removed shall have full and complete acquittance for all assets so delivered, shall have no further duties under each such trust and shall be released from all further liability and accountability therefor; provided, however, that the aforesaid provisions shall not prevent the Trustee so removed from filing, or any of the aforesaid beneficiaries from requiring, a judicial settlement and accounting with a court of competent jurisdiction as a condition precedent to such release.

In addition to the other methods of release or reduction provided for by law, the aforesaid power may be released or reduced in whole or in designated part at any time or from time to time subsequent to my death by a written instrument signed and acknowledged by the holder of the power releasing or reducing such power and delivered to the Trustee.

ITEM VII  
PROVISIONS RELATING TO THE EXECUTOR

The Executor shall possess the following specific rights, powers, authority and immunities:

1. The Executor shall pay as soon as practicable after my death all my just debts, including the costs of administration of my estate, my funeral expenses, and the expenses of my last illness. The Executor need not however pay prior to maturity any debt, secured or unsecured, on property owned by me at my death, and such property may pass subject to such debt.

2. The Executor may file with my husband or his personal representative a joint income tax return covering any period of time permitted by law and/or a gift tax return of gifts made by my husband or by me prior to my death and to consent that any such gifts be considered for gift tax purposes as having been made half by my husband and half by me; and in connection therewith to

determine whatever taxes, interest and penalties are proper and to pay the same from my estate, even though not attributable in whole or in part to my own income or to gifts from my own property and without necessity to obtain any contribution or other reimbursement from my husband or his personal representative for any such payments.

3. Any and all estate, inheritance, generation-skipping and other succession taxes, including all interest and penalties thereon, imposed by reason of my death by the United States or any other government of subdivision thereof, in respect to property subject to such taxes, passing outside this Will, by operation of law, or otherwise, shall be proportionately charged against and paid by the recipient of such property or shall be paid from such property except to the extent that a marital, charitable or similar deduction is allowed with respect to such property for the purposes of such taxes. All such taxes (except for generation-skipping taxes), including all interest and penalties thereon, imposed on property passing under this Will shall be paid from the non-marital share without charge to any legatee.

4. The Executor may (a) elect to use the costs of administration of my estate as deductions for federal estate tax purposes or federal income tax purposes, and (b) elect to use date of death values or optional values for federal estate tax purposes, regardless of the effect thereof on any of the interests under this Will and without adjustment of such interests by reason of any of the aforesaid elections to compensate for the effect thereof on any of such interests.

5. The Executor may elect pursuant to Internal Revenue Code Section 2056(b)(7), as amended at the time of my death, or similar provision of any state law, to treat as qualified terminable interest property any part or all of the eligible property in my federal gross estate and may take any action necessary or advisable to implement such election.

6. For the purpose of paying my debts, the costs of administration of my estate, my taxes and/or bequests, the Executor may (a) use all or any part of the income of my estate which the Executor receives during the administration of my estate and (b) sell, encumber or otherwise lawfully dispose of such of my assets, real, personal or mixed, as may be desirable or necessary to raise the funds therefor without being required to exhaust personalty before realty.

7. The Executor may petition and account in all matters of ancillary administration covering any property I may own in any other state. No bond or other security shall be required of the Executor, nor shall the Executor be required to file an inventory or accounting with any court in any said foreign jurisdiction. If the laws of any foreign jurisdiction in which I may own property require that a resident of that state serve as Executor or Administrator in any ancillary proceeding for my estate, the Executor shall have the power and right to select and designate a proper party resident of the state involved to serve with the Executor of my estate as Co-Administrator. In such event, said Co-Administrator shall not be required to post any bond or other security or file any accounting or inventory with any court in the foreign jurisdiction.

8. As soon as the Executor is able to arrange adequate cash funds for the purposes of paying my debts, the costs of administration of my estate, my taxes and bequests, the Executor shall pay the bequests provided herein, establish the trusts created hereunder and commence the payment of the income therefrom. In the interim the Executor may without order or license of court advance from the date of my death to my legatees or to my trust beneficiaries any sums out of my estate during the administration of my estate necessary for the maintenance, support and health of my legatees or trust beneficiaries in accordance with the provisions of the trusts as though said trusts were then established.

9. If, at the time of any distributions from my estate to a trust, the Trustee thereof would be required under the terms of this Will to make an immediate distribution to a trust beneficiary of all or any portion of the property distributable from the Executor to the Trustee, the Executor may distribute such property or such portion of the property directly to such trust beneficiary.

ITEM VIII  
FIDUCIARY POWERS

In the investment, administration and distribution of my estate and of the trusts hereby created, the Executor and the Trustee may exercise the specific rights, powers, and authority as provided in Sections 91-9-9 and 91-9-108, Mississippi Code of 1972. In addition thereto, the Executor and Trustee may exercise the following specific rights, power and authority:

1. To sell, grant options to purchase, exchange or alter assets of my estate or trust estate.
2. To invest and reinvest all funds from time to time available for investment or reinvestment in any kind of property, real or personal, including by way of illustration, bonds, interests in any amount in common trust funds, stocks of any class, mortgages and other investments and property as the fiduciary shall deem proper and for the best interests of the beneficiaries, irrespective of any rules of law governing the investment of trust funds.
3. To retain, without liability for loss or depreciation resulting from such retention, original property, real or personal, received from my estate, for such time as the fiduciary shall deem advisable although such property may not be of the character prescribed by law for the investment of trust assets and although it represents a large percentage or all of my estate or trust estate, and such original property may accordingly be held as a permanent investment.
4. To lease property upon any terms or conditions and for any term of years although extending beyond the period of the administration of my estate or any trust hereunder.
5. To insure, improve, repair, alter and partition real estate, erect or raze improvements, grant easements, subdivide or dedicate to public use.

6. To cause any investments to be registered in the fiduciary's names or in the name of a nominee; to vote any stock and to exercise any power with reference thereto, and any corporation or its transfer agent may presume conclusively that such nominee is the actual owner of any investment submitted for transfer.
7. To delegate powers, discretionary or otherwise, for any purpose to one or more nominees or proxies with or without power of substitution and to make assignments to, and deposits with, committees, trustees, agents, depositories and other representatives, and to retain any investment received in exchange in any reorganization or recapitalization.
8. To settle, compromise, contest or abandon claims or demands in favor of or against my estate or the trusts.
9. To borrow money, assume indebtedness, extend and encumber by mortgage or pledge.
10. To determine whether or to what extent receipts should be deemed income or principal, whether or to what extent expenditures should be charged against principal or income and what other adjustments should be made between principal and income by following the provisions of the Mississippi Uniform Principal and Income Law as the same shall exist at that time and in all instances in which such provisions do not resolve questions relating to principal and income to determine the same in the fiduciary's discretion always exercising such discretion with due regard for the interest of my husband who shall always be the first preferred beneficiary thereof and with due regard for the interest of any income beneficiaries other than my husband who shall always be the next preferred beneficiaries thereof.
11. To employ such agents and attorneys as are usual or reasonably necessary in the management and protection of the estate or trust estate or for other like purposes in connection therewith, and to charge against the estate or trust estate their compensation as well as the reasonable and proper expenditures made or incurred by the fiduciary in administering my estate or the trusts.
12. To pay all costs, charges and expenses of my estate and the trusts and pay or compromise all taxes pertaining to the current administration of the estate or trusts which may be assessed on account of income together with a reasonable compensation to the fiduciary for the fiduciary's services hereunder.
13. To charge any premium or investments solely against principal.
14. To purchase and/or continue to hold and pay premiums on policies of insurance on the life of anyone in whom the beneficiaries of the trusts have an insurable interest.

15. To pay any insurance premiums on life insurance policies held by the fiduciary, and if desirable, to borrow against the cash values of such policies for the purpose of paying such premiums.

16. To make distributions from my estate or any trust for the use and benefit of any beneficiary thereof, instead of to such beneficiary, and, regardless of any existing disability, to make distributions of any cash or property from my estate or any trust in the sole and absolute discretion of the fiduciary in one or more of the following ways: (a) directly to such beneficiary; (b) indirectly in payment of the expenses of maintenance, support, education and medical, surgical, hospital or other institutional care of such beneficiary; (c) to the legal or natural guardian of such beneficiary; or (d) to a custodian for such beneficiary under the Mississippi Uniform Transfers to Minors Act, if such beneficiary is then a minor. The fiduciary shall not be under any duty to see to the application of any funds so paid; and the receipt of such person or legal entity shall be full acquittance to the fiduciary.

17. To permit my husband to live and reside in any residence that I am living in or in any dwelling that I may own at the time of my death, rent free, for the purpose of maintaining a home for my husband.

18. To continue and carry on any business which I may own, or in which I may be financially interested at the time of my death, whether as sole proprietor, partner or stockholder, for such time as the fiduciary may deem to be for the best interest of my estate or the trust estate; to employ in the conduct thereof not only my capital investment therein at the time of my death but also such additional capital out of my estate or the trust estate as the fiduciary may deem proper; to organize a corporation to carry on any business, to contribute as capital all or any part of any business forming a part of my estate or the trust estate, to accept stock in the corporation so organized in lieu thereof and to provide for different classes of stock if the fiduciary deem it proper; to sell or liquidate any such business, any interest therein or any stock or other securities representing my interest in any such business at such time and upon such terms and conditions as the fiduciary may deem advisable; and to enlarge, diminish or change the scope or nature of any business forming a part of my estate or the trust estate. With regard to such business, the fiduciary may delegate such rights, powers and authority incident to the conduct of such business to any employee, manager or partner as the fiduciary may deem proper without liability for such delegation except for the fiduciary's own negligence or willful malfeasance, misfeasance or nonfeasance.

19. To invest my estate or the trust estate in one or more common funds established for such purposes, and to the extent that the same shall be in the interest of each respective trust estate and the beneficiaries thereof, to merge and consolidate into one trust any trusts with substantially similar provisions for the same beneficiaries created by me or any member of my family by will or inter vivos agreement.

20. To exercise or not exercise, in the fiduciary's sole and absolute discretion, any election or option or to make any allocation permitted to be made by an executor or trustee under the Internal Revenue Code or the tax laws of any state.

21. To divide any trust for one or more income beneficiaries into one or more trusts for any purpose which the fiduciary believes in good faith to be in the best interest of the beneficiaries of such trust, including, but not limited to: (a) the division of all or any part of a trust for multiple income beneficiaries into separate trusts solely for the benefit of each of the income beneficiaries (in proportion to their respective interests in the principal distributable from the original trust assuming its termination during their lifetime; provided, however, in the event that any such trust will not by its terms terminate during the lifetime of any one of the income beneficiaries, then an amount equal to such beneficiary's interest in all of the income of the trust for the rest of his or her lifetime determined in accordance with current actuarial tables promulgated by the Internal Revenue Service shall be set aside in such beneficiary's separate trust, and the remainder shall be proportionately divided among the remaining beneficiaries as above provided); (b) the segregation of different types of assets into two or more different trusts for protection against liability or for the benefit of separate management; (c) to segregate in a separate trust stock of an S corporation as defined in Internal Revenue Code Section 1361 or stock of any eligible corporation which desires to become an S corporation and to reform the terms of such trust as may be necessary for such trust to qualify as an eligible shareholder of an S corporation, including, but not limited to, providing for mandatory distributions of trust income and dividing all or a portion of the original trust into separate trusts solely for the benefit of each of the income beneficiaries; and/or (d) to segregate assets as to which has been filed a so-called QTIP election under Internal Revenue Code Section 2056(b)(7), or an election under Internal Revenue Code Section 2652(a)(3), or to reflect any allocation of any person's GST exemption under Internal Revenue Code Section 2631(a), or for any similar purpose. All divisions shall be made taking the trust property into account at its fair market value at the time of the division. The power herein granted to the fiduciary to reform the terms of any trust as well as to divide the trust estate shall be narrowly construed and shall extend only so far as necessary to accomplish a purpose hereinabove stated or to further the common interest of all beneficiaries of the trust. If separate trusts are established for the same beneficiary because of any such division, then the fiduciary may make distributions to such beneficiary in satisfaction of the terms of the original trust out of either separate trust (except for mandatory distributions of income under the terms of the original trust, which shall continue to be made to the extent of the income of each trust resulting from such division).

22. To terminate any trust and to distribute the trust estate solely to the income beneficiaries in proportion to their respective interests therein as set forth in clause (a) of the preceding paragraph if, in the Trustee's sole and absolute discretion, it is not in the best interests of all of the beneficiaries to continue to hold the property in trust due to the costs of administration in relation to the size of the trust estate or due to expected additional income, estate, gift or generation-skipping tax costs of continuing the trust.

Notwithstanding anything in this Item to the contrary, neither the Executor nor the Trustee of any marital trust shall have any power or authority which would deprive my estate of the marital deduction under the law or the regulations with respect thereto in force at the time of the determination of the marital deduction.

Notwithstanding any provision of this Will to the contrary, no fiduciary shall have the power to participate in any discretionary decision regarding the amount of trust property distributable to or for the benefit of such fiduciary or in discharge of his or her legal obligations, or in any decision regarding the allocation of my GST exemption under Internal Revenue Code Section 2631(a) to property distributable to or to be held for the benefit of such fiduciary or his or her issue (unless all my living issue shall consent to such allocation). All such decisions shall be made by the remaining Co-Executors or Co-Trustees, and in the event that there are no Co-Executors or Co-Trustees eligible to participate in any such decisions, then the fiduciary may appoint as Co-Executor or Co-Trustee to serve with such fiduciary for the limited purpose of making such decisions, the person or persons who are named herein as the most immediate successor Executor or Trustee eligible to participate in such decisions, or if there be none, a corporate Co-Executor or Co-Trustee.

Each fiduciary is hereby exonerated from any actions taken by another fiduciary in which the fiduciary did not participate. Each fiduciary is further hereby exonerated from any action taken or omission made by such fiduciary involving any federal or state tax election, option or allocation or the merger, consolidation, division, reformation or early termination of any trust pursuant to any authority granted herein, which action is taken or omission is made by the fiduciary in the good faith belief that such action or omission is within the authority granted hereunder to the fiduciary and in the common best interest of all the beneficiaries of my estate or the trust to which such action or omission pertains. Furthermore, the fiduciary shall be exonerated from any liability to all living or unborn beneficiaries for any other action taken or omission made if the fiduciary shall, in addition to acting in good faith, obtain the written consent of all the living beneficiaries of my estate or the trust to which such action or omission pertains, excluding, however, any beneficiary who is not either a current income beneficiary or one of their descendants. The fiduciary shall in no event be required to seek such written consent, and the lack of such written consent shall not be considered as evidence to establish a lack of good faith, negligence or liability on the part of the fiduciary.

It shall not be necessary for the Executor or Trustee to obtain the authority or approval of any court in the exercise of any of the rights, powers and authorities granted to them in this Will.

The Executor shall not be required to file any inventory or accounting with any court unless specifically required in writing by any beneficiary under this Will, and in the Trustee's discretion if the Trustee deems the same to be in the best interest of the beneficiaries, I hereby authorize and empower the Trustee to waive the necessity of any notice for, or any filing of, an inventory, accounting or settlement, whether final or otherwise, by the Executor and to execute a receipt from the Executor enumerating all items received from the Executor as a distribution to any testamentary trust created herein.

Persons dealing with the Executor or Trustee shall not be required to inquire as to the purpose of the transactions or to see to the application of the funds therefrom.

The Executor and Trustee in dividing my residuary estate or any trust estate into separate shares shall have full power and authority and the sole discretion to distribute the assets, real, personal or mixed, of my residuary estate or the trust estate between the shares and to make such distribution in cash or in kind or partly in cash and partly in kind, causing any share to be composed of (1) cash, (2) other assets, (3) divided or undivided fractional interests in assets or (4) any combination thereof.

In the event that any corporate Executor or Trustee, original or successor, shall be merged or reorganized with trust powers under any name, the merged or reorganized institution shall be treated as though it had been originally nominated herein.

In the event that at any time there shall be three (3) or more Co-Executors or Co-Trustees, any decision concerning my estate or any trust may be made by a majority of such co-fiduciaries, and unanimous consent shall be required if there shall be only two (2) Co-Executors or Co-Trustees.

ITEM IX  
GENERAL PROVISIONS

In the event that my husband, JAMES DEE VOYLES, shall die within six (6) months after my death, it is my intention that every devise and/or bequest to my husband under this Will shall be null and void and that this Will be construed in all respects as if my husband shall have predeceased me, except that this paragraph shall not deprive my husband of the possession or enjoyment as a life tenant, for the portion of such six (6) months during which my husband survives me, of the property devised or bequeathed to my husband under this Will. In the event that my husband shall dissent from this Will, then this Will shall be construed in all respects as if my husband had predeceased me.

As used in this Will, the words "child," "children," "issue," "descendant" or "descendants" shall mean only legitimate descendants by blood and persons legally adopted into the line of descent before or after the execution of this Will. Except where the context otherwise indicates, any reference herein to all of my children shall mean, JAMES MELVIN VOYLES, CARL RANDLE VOYLES, ROBERT NORTON VOYLES, BETTY V. CARTER and JEFFREY ALAN VOYLES, but no other children.

A child in gestation, who is later born alive, shall be regarded as a child in being during the period of gestation, in determining whether any person died without leaving issue surviving him or her and in determining, on the termination of any trust hereunder, whether such child is entitled to share in distributions of the remaining trust estate, but for other purposes such child's rights shall accrue from the date of birth.

Each person entitled to receive an interest under this Will may disclaim the interest in whole or in part in accordance with Internal Revenue Code Section 2518 if the person has not accepted the interest or any of its benefits. The person will not be treated as accepting an interest or any of its benefits if the person takes physical possession of the property solely to protect it against loss or damage and, if the person is not otherwise appointed a fiduciary, I appoint the person a special fiduciary for the purpose of protecting the property. If the recipient of an interest dies or is incapacitated, the decision whether to disclaim and the disclaimer will be made by the recipient's personal representative, guardian or conservator. If an interest is disclaimed, the interest will pass as otherwise directed in this Will as though the disclaimant predeceased me.

As used in this Will, the term "income beneficiary" shall mean any person who at that time shall or could, in the discretion of the Trustee, receive the income of either my estate or any trust created hereunder, and the term "beneficiary" shall include both income beneficiaries and remaindermen. Any notice to be given hereunder to a beneficiary under a legal disability or any action which may be taken hereunder by any such beneficiary shall be given to or may be taken by the natural or legal guardian of such beneficiary.

Some of the insurance policies on my life owned by me at the time of my death may be made payable to specifically named beneficiaries. It is not my intention to change the beneficiary designation therein in any way and the proceeds thereof shall pass to the beneficiary therein designated. If any policies are made payable to my estate, it is my intention that the Executor may use the proceeds thereof for the purposes of paying the costs of administration of my estate, my taxes and bequests if the Executor in the Executor's sole and absolute discretion shall deem it necessary therefor. Any remaining balance of such proceeds shall become a part of my residuary estate and pass as hereinbefore provided.

Specific bequests under this Will shall not bear interest.

If any provision of this Will or any codicil hereto is held to be inoperative, invalid or illegal, it is my intention that all of the remaining provisions thereof shall continue to be fully operative and effective insofar as possible and reasonable.

Pronouns, nouns and other terms used in this Will shall include the masculine, feminine or neuter genders and singular or plural forms wherever appropriate to the context, and verbs used in conjunction therewith shall be construed accordingly.

There has been no contract between my husband and myself to make a mutual testamentary disposition of our property. No such contract shall be inferred from any similarity between our wills, and I do not intend in any way to restrict the power of my husband before or after my death to change any of the terms of his will or to dispose as he sees fit of his separate property or any property passing to my husband under this Will.

WITNESS MY HAND this 12 day of August, 2003.

Viola Norton Voyles  
VIOLA NORTON VOYLES

SIGNED AND PUBLISHED BY VIOLA NORTON VOYLES, as and for her Last Will and Testament, she signing and publishing the same in our presence and we signing the same as attesting witnesses at her request and in her presence and in the presence of each other, this 12 day of August, 2003.

Russ D. Hyde  
Hope Glover

AFFIDAVIT OF SUBSCRIBING WITNESSES

STATE OF TN )  
COUNTY OF Shelby )

Before me, the undersigned authority, on this day personally appeared Robert J. Hyde, whose address is 8857 Aldermet Dr. 6th floor, TN 3813  
Hope Glover, whose address is 2770 Tug Boat Lane, #204, Cordova, TN 38120  
and \_\_\_\_\_, whose address is \_\_\_\_\_,  
known to me to be the witnesses whose names are subscribed to the annexed or foregoing instrument, and all of said persons being by me duly sworn, each on his oath stated to me that he witnessed the execution of the attached or foregoing will of VIOLA NORTON VOYLES, on the 12 day of August, 2003; that the testatrix had declared to them that said instrument is her last will and testament, and that she executed same as such in their presence and at the time of making such subscription requested that each of them sign it as a witness; and upon their oaths, each witness stated further that they did, at the request of the testatrix, sign the same as witnesses in the presence of the said testatrix and in the presence of each other; that the testatrix at the time of the execution of such will was in all respects competent to make a will and not under any restraint; that the testatrix and each of said witnesses was then at least eighteen (18) years of age and of sound mind; and that they are making this affidavit, at the request of the testatrix, in accordance with Section 91-7-7, Mississippi Code of 1972.

Viola Norton Voyles  
Testatrix

Robert J. Hyde  
Witness

Hope Glover  
Witness

\_\_\_\_\_  
Witness

SEVERALLY SUBSCRIBED AND SWORN TO before me this the 12th day of August, 2003.

Charles D. Hamlett  
Notary Public

My Commission Expires:  
2/6/06

